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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/683,783	02/13/2002	Kevin Carl Archibald	15-EC-6102	9498
23465 7590 02/23/2007 JOHN S. BEULICK C/O ARMSTRONG TEASDALE, LLP ONE METROPOLITAN SQUARE SUITE 2600 ST LOUIS, MO 63102-2740			EXAMINER PASS, NATALIE	
			ART UNIT 3626	PAPER NUMBER
SHORTENED STATUTORY PERIOD OF RESPONSE		MAIL DATE	DELIVERY MODE	
3 MONTHS		02/23/2007	PAPER	

**Please find below and/or attached an Office communication concerning this application or proceeding.**

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

**Office Action Summary**

Application No.

09/683,783

Applicant(s)

ARCHIBALD ET AL.

Examiner

Natalie A. Pass

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 06 November 2028 and 10 March 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-24 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-24 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Notice to Applicant***

1. A request for continued examination under 37 CFR 1.114 was filed in this application after appeal to the Board of Patent Appeals and Interferences, but prior to a decision on the appeal. Since this application is eligible for continued examination under 37 CFR 1.114 and the fee set forth in 37 CFR 1.17(e) has been timely paid, the appeal has been withdrawn pursuant to 37 CFR 1.114 and prosecution in this application has been reopened pursuant to 37 CFR 1.114. Applicant's submissions filed on 28 November 2006 and 3 October 2006 have been entered.
2. This communication is in response to the Request for Continued Examination and amendment filed on 28 November 2006 and the amendment filed 3 October 2006. Claims 1, 8, 16 and 24 have been amended. Claims 1-24 remain pending.

### ***Claim Rejections - 35 USC § 103***

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1-2, 9-10, and 17-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Malley et al, U.S. Patent Application Publication Number 2002/0026408, for substantially the same reasons given in the previous Office Action (paper number 20060817),

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and further in view of Quido, et al., U.S. Patent Application Publication Number 2003/0093302.

Further reasons appear hereinbelow.

(A) Claim 1 has been amended to include the recitation of

- ♦ "providing, via the web," in line 8.

As per amended claim 1, O'Malley teaches a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service, said method comprising:

receiving data relating to at least one of a customer desired product and a customer desired service (O'Malley; paragraphs [0005], [0028]);

providing the customer a budgetary quote based on the received data (O'Malley; paragraph [0028]);

receiving a customer response based on the budgetary quote (O'Malley; paragraph [0029]);

and providing the customer a contractual quote based on the received customer response (O'Malley; paragraphs [0028], [0032], [0039]).

Although O'Malley teaches providing the customer a contractual quote based on the received customer response, including receiving quotes via a web server (O'Malley; paragraph [0032]), O'Malley fails to explicitly disclose

providing the customer a contractual quote via the web.

However, the above features are well-known in the art, as evidenced by Quido.

In particular, Quido teaches a method comprising

providing, via the web, the customer a “binding” (reads on “contractual”) quote based on the received customer response (Quido, paragraphs [0013]-[0014]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of O’Malley to include these limitations, as taught by Quido, with the motivations of providing a means to “significantly reduce the time required to bind an insurance agreement and reduce the costs associated with providing insurance” (Quido; paragraph [0008]).

(B) As per claim 2, O’Malley and Quido teach a method as analyzed and discussed in claim 1 above

wherein receiving data relating to at least one of a customer desired product and a customer desired service comprises receiving data relating to at least one of a customer desired medical product and a customer desired medical service (O’Malley; paragraphs [0005], [0028]); Examiner interprets O’Malley’s teachings of “[a] quote may be in relation to any product or service that user 109 may have an interest in or is offering for sale” (O’Malley; paragraph [0028]) to include medical products and services.

(C) Claim 9 differs from method claim 1, in that it is a system rather than a method for providing a customer with a quote for at least one of a manufactured product and a service.

System claims 9-10 repeat the subject matter of claims 1-2, respectively, as a set of elements rather than a series of steps. As the underlying processes of claims 1-2 have been shown to be fully disclosed by the teachings of O’Malley and Quido in the above rejection of claims 1-2, it is readily apparent that the system disclosed by O’Malley and Quido includes the

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apparatus to perform these functions. As such, these limitations are rejected for the same reasons given above for method claims 1-2, and incorporated herein.

(D) Claims 17-18 differ from method claims 1-2 by reciting a “computer readable medium encoded with a program...” in the preamble. As per this limitation, O’Malley clearly discloses her invention to be implemented on a “computer readable medium encoded with a program” (O’Malley; paragraph [0011]). The remainder of claims 17-18 repeat the limitations of claims 1-2, and are therefore rejected for the same reasons given above for claims 1-2, and incorporated herein.

5. Claims 3, 11 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over O’Malley et al, U.S. Patent Application Publication Number 2002/0026408 and Quido, et al., U.S. Patent Application Publication Number 2003/0093302, as applied to claims 1, 9, and 17 above, and further in view of Singh, U.S. Patent Application Publication Number 2001/0047311, for substantially the same reasons given in the previous Office Action (paper number 20060817). Further reasons appear hereinbelow.

(A) As per claim 3, O’Malley and Quido teach a method as analyzed and discussed in claim 1 above.

O’Malley and Quido fail to explicitly disclose a method further comprising prompting the customer to select a desired language from a plurality of languages.

However, the above features are well-known in the art, as evidenced by Singh.

In particular, Singh teaches a method

further comprising prompting the customer to select a desired language from a plurality of languages. (Singh; paragraphs [0034], [0040], [0047]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O'Malley and Quido to include these limitations, as taught by Singh, with the motivations of providing "a system and method for executing transactions that streamlines the procurement process, and minimizes the costs in time, materials, and human effort" while overcoming barriers that arise "where buyer and supplier are located in different geographic areas, and in particular within different countries: for example, language barriers" (Singh; paragraphs [0006], [0016]).

The motivations for combining the respective teachings of O'Malley and Quido are as given in the rejection of claim 1 above, and incorporated herein.

(B) Claim 11 differs from method claim 3, in that it is a system rather than a method for providing a customer with a quote for at least one of a manufactured product and a service.

System claim 11 repeats the subject matter of claim 3, respectively, as a set of elements rather than a series of steps. As the underlying processes of claim 3 have been shown to be fully disclosed by the collective teachings of O'Malley, Quido and Singh in the above rejection of claim 3, it is readily apparent that the system disclosed collectively by O'Malley, Quido and Singh includes the apparatus to perform these functions. As such, these limitations are rejected for the same reasons given above for method claim 3, and incorporated herein.

(C) Claim 19 differs from method claim 3 by reciting a "computer readable medium encoded with a program..." in the preamble. As per this limitation, O'Malley clearly discloses

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her invention to be implemented on a “computer readable medium encoded with a program” (O’Malley; paragraph [0011]). The remainder of claim 19 repeats the limitations of claim 3, and are therefore rejected for the same reasons given above for claim 3, and incorporated herein.

6. Claims 4-8, 12-16, and 20-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over O’Malley et al, U.S. Patent Application Publication Number 2002/0026408 and Quido, et al., U.S. Patent Application Publication Number 2003/0093302, as applied to claims 1, 9, and 17 above, and further in view of Duke, International Publication Number WO 01/37177 A1.

(A) Claim 8 has been amended to include the recitation of

- ♦ “view the contractual quote,” via the URL in lines 19-20.

As per amended claim 8, O’Malley and Quido teach a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service, said method comprising:

receiving data relating to at least one of a customer desired medical product and a customer desired medical service (O’Malley; paragraphs [0005], [0028]); Examiner interprets O’Malley’s teachings of “any product or service” (O’Malley; paragraph [0028]) to include medical products and services;

publishing a budgetary quote as an Extensible Markup Language (XML) document (O’Malley; paragraph [0032]);

“storing” (reads on “loading”) the XML budgetary quote in a “database server” (reads on “quote repository”) (O’Malley; paragraph [0032]);



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“communicate the quote to user” (reads on “sending an email alert to the customer”)  
(O’Malley; paragraph [0028]);

providing the customer access to view the budgetary quote via the URL (O’Malley;  
paragraph [0029]);

receiving a customer response based on the budgetary quote (O’Malley; paragraph  
[0029]);

publishing a contractual quote as an Extensible Markup Language (XML) document  
(O’Malley; paragraphs [0032], [0039]);

“storing” (reads on “loading”) the XML contractual quote in a “database server” (reads  
on “quote repository”) (O’Malley; paragraph [0032], [0039]);

“communicate the quote to user” (reads on “sending an email alert to the customer”)  
(O’Malley; paragraph [0028]);

providing the customer access to view the “binding” (reads on “contractual”) quote via  
the URL (Quido; paragraph [0023], [0026], 0088); and

receiving a customer response comprising at least one of a message to a manufacturer, an  
acceptance of the contractual quote, and a denial of the contractual quote (O’Malley; paragraphs  
[0029]-[0030], [0039]).

Although O’Malley and Quido teach accessing websites to access online quotes  
(O’Malley; paragraphs [0028], [0032]-[0033]), O’Malley and Quido fail to explicitly disclose

wherein said email alert comprises a Uniform Resource Locator (URL) indicating a  
location of the published budgetary quote; and

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wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote.

However, the above features are well-known in the art, as evidenced by Duke.

In particular, Duke teaches

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published budgetary quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19); and

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published contractual quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O’Malley and Quido to include these limitations, as taught by Duke, with the motivations of providing “a web site that reduces buyers’ search costs” (Duke; page 9, lines 16-21).

The motivations for combining the respective teachings of O’Malley and Quido are as given in the rejection of claim 1 above, and incorporated herein.

(B) As per claim 4, O’Malley and Quido teach a method as analyzed and discussed in claim 1 above.

wherein providing the customer a budgetary quote based on the received data comprises:  
publishing the budgetary quote as an Extensible Markup Language (XML) document  
(O’Malley; paragraph [0032]);

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“storing” (reads on “loading”) the XML budgetary quote in a “database server” (reads on “quote repository”) (O’Malley; paragraph [0032]); and

“communicate the quote to user” (reads on “sending an email alert to the customer”) (O’Malley; paragraph [0028]).

Although O’Malley and Quido teach accessing websites to access online quotes (O’Malley; paragraphs [0028], [0032]-[0033]), O’Malley and Quido fail to explicitly disclose wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote.

However, the above features are well-known in the art, as evidenced by Duke.

In particular, Duke teaches

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published contractual quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19).

The motivations for combining the respective teachings of O’Malley, Quido and Duke are as given in the rejections of claims 1 and 8 above, and incorporated herein.

(C) As per claims 5-7, O’Malley, Quido and Duke teach a method as analyzed and discussed in claims 1 and 4 above

wherein providing the customer a budgetary quote based on the received data further comprises:

providing the customer access to view the budgetary quote via the URL (O’Malley; paragraph [0029], [0039]); and

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receiving a customer response comprising at least one of a message to the manufacturer and a request for a contractual quote (O'Malley; paragraphs [0029]-[0030], [0039]);

wherein providing the customer a contractual quote based on the received data comprises:  
publishing the contractual quote as an Extensible Markup Language (XML) document (O'Malley; paragraph [0032]);

"storing" (reads on "loading") the XML contractual quote in a "database server" (reads on "quote repository") (O'Malley; paragraph [0032], [0039]); and

"communicate the quote to user" (reads on "sending an email alert to the customer") (O'Malley; paragraph [0028]).

wherein said "advertisement" (reads on "email alert") comprises an "internet address" to an "internet quote site" (reads on "a Uniform Resource Locator (URL) indicating a location of the published contractual quote") (Duke; page 8, lines 14-19, page 21, lines 15-19);

wherein providing the customer a contractual quote based on the received data further comprises:

providing the customer access to view the budgetary quote via the URL (O'Malley; paragraph [0029], [0039]); and

receiving a customer response comprising at least one of a message to a manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote (O'Malley; paragraphs [0029]-[0030], [0039]).

The motivations for combining the respective teachings of O'Malley, Quido and Duke are as given in the rejections of claims 1 and 8 above, and incorporated herein.

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(D) Claims 12, 16 differ from method claims 4, 8 in that they recite a system rather than a method for providing a customer with a quote.

System claims 12-15, and 16 repeat the subject matter of claims 4-7, and 8, respectively, as a set of elements rather than a series of steps. As the underlying processes of claims 4-7, and 8 have been shown to be fully disclosed by the collective teachings of O'Malley, Quido and Duke in the above rejection of claims 4-7, and 8, it is readily apparent that the system disclosed collectively by O'Malley, Quido and Duke includes the apparatus to perform these functions. As such, these limitations are rejected for the same reasons given above for method claims 4-7, and 8 and incorporated herein.

(E) Claims 20-23, and 24 differ from method claims 4-7 and 8 by reciting a "computer readable medium encoded with a program..." in the preamble. As per this limitation, O'Malley clearly discloses her invention to be implemented on a "computer readable medium encoded with a program" (O'Malley; paragraph [0011]). The remainder of claims 20-23 and 24 repeat the limitations of claims 4-7, and 8 and are therefore rejected for the same reasons given above for claims 4-7, and 8 and incorporated herein.

### ***Response to Arguments***

7. Applicant's arguments filed 3 October 2006 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response filed 3 October 2006.

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(A) As per Applicant's arguments in the paragraph bridging pages 11-12 of the 3 October 2006 response that the O'Malley reference fails to teach providing the contractual quote via the web, these arguments have been considered but are moot in view of the new ground(s) of rejection.

(B) As per Applicant's arguments in the paragraph bridging pages 11-12, and on pages 12-18 of the 3 October 2006 response with respect to O'Malley's provision of "a single stage of quotes," or "a single tier of quotes," Examiner notes that claim 1 recites "providing ... a contractual quote based on the received customer response" and does not recite multiple tiers or stages of customer responses. As such, Examiner interprets O'Malley's teachings of, for example, "user 109 may be notified of the enrollment and requested to submit further information to RFQE system 111 and/or RFQ providers 105. In addition, user 109 may submit further data directly to RFQ providers 105. For example, user 109 may submit profiling information and/or the like directly to RFQ providers 105. ... [...] Once the data is communicated from RFQE system 111 to RFQ providers 105, then RFQ providers 105 may use the data to provide one or more quotes to user" (emphasis added) (O'Malley; paragraphs [0027]-[0028]) to teach a form of "providing ... a contractual quote based on the received customer response."

As per Applicant's arguments in the paragraph bridging pages 18-19 of the 3 October 2006 response that the combined applied references fail to teach the limitations recited in claims 8-15, Examiner respectfully disagrees. Examiner interprets O'Malley's teachings of "RFQ providers 105 may communicate the quote to user 109 via any means including a hard copy, a

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soft copy, an electronic copy (e.g., electronic mail, any protocol, any format, etc.)” (O’Malley; paragraph [0028]) to teach a form of “sending an email alert to the customer,” together with Duke’s teachings of a “quote request channel” which provides an “advertisement” (reads on “email alert”) “that includes an internet address” to an “internet quote site indicated by that internet address” (Duke; page 8, lines 14-19) and “the web site address is included in the ... advertising media” (Duke; page 9, lines 18-19) to teach a form of “wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published quote.”

As per Applicant's arguments on pages 18-20 of the 3 October 2006 response with respect to O’Malley’s provision of “a single stage of quotes,” or “a single tier of quotes,” these issues have been discussed earlier in this Office Action.

As per Applicant's arguments on pages 20-24 of the 3 October 2006 response that the combined applied references fail to teach the limitations recited in claims 16-24, these issues have been discussed earlier in this Office Action.

### ***Conclusion***

8. Any response to this action should be mailed to:

**Commissioner of Patents and Trademarks  
Washington D.C. 20231**

or faxed to: (571) 273-8300.

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For informal or draft communications, please label "PROPOSED" or "DRAFT" on the front page of the communication and do NOT sign the communication. After Final communications should be labeled "Box AF."

9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Natalie A. Pass whose telephone number is (571) 272-6774. The examiner can normally be reached on Monday through Thursday from 9:00 AM to 6:30 PM. The examiner can also be reached on alternate Fridays.
10. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached at (571) 272-6776. Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (571) 272-3600.
11. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

NP

Natalie A. Pass

February 14, 2007

  
JOSEPH THOMAS  
SUPERVISORY PATENT EXAMINER